

Humboldt Co. Public Safety Comm'n AFSCME (Dispatch) 7/1/2006 6/30/2008

HUMBOLDT CO. PUBLIC SAFETY COMM'N. /
AFSCME (DISPATCHERS)

06-08

AGREEMENT

BETWEEN

HUMBOLDT COUNTY PUBLIC SAFETY COMMISSION

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, LOCAL 1796

PUBLIC SAFETY COMMISSION DISPATCHERS



CONTRACT FOR

July 1, 2006 to June 30, 2008

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PREAMBLE

THIS AGREEMENT is made and entered into this ____ day of _____, 2006, by and between HUMBOLDT COUNTY PUBLIC SAFETY COMMISSION, hereinafter referred to as the "Commission" or the "Employer", and THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 1796 PUBLIC SAFETY COMMISSION DISPATCHERS, hereinafter referred to as the "Union".

ARTICLE I AGREEMENT

Section 1 Intent and Purpose

The parties recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Humboldt County, Iowa.

The parties further recognize and declare their mutual desire to promote harmonious and cooperative relationships between the County and the employees covered by this Agreement, and to assure effective and efficient operations of the Humboldt County Public Safety Commission.

It is the intent and purpose of the parties hereto to set forth an Agreement containing the negotiated understandings of the parties respecting wages, hours of work, and all other mandatory items of bargaining and certain terms and conditions of employment to be observed by the parties hereto, and other conditions of employment that are mandated by Section 20.9 of the 1985 Code of Iowa, the same being also a section of what is commonly known as the "Iowa Public Employment Relations Act".

Section 2 Definitions

- A. A REGULAR FULL-TIME EMPLOYEE is a full-time permanent employee who occupies an authorized full-time year-around position which requires a minimum of eight (8) hours per day and forty (40) hours per week.
- B. A PERMANENT EMPLOYEE is one whose employment is intended to be permanent rather than for a limited, temporary period or purpose.
- C. PART-TIME EMPLOYEES, is a part-time permanent employee who occupies an authorized year-round position requiring eight (8) hours or less per day but less than forty (40) hours per week.

Part-Time Employees who are regularly employed for eight (8) hours or more but less than forty (40) hours per week on a continuing basis shall be granted pro rata benefits as described in this Agreement.

- D. TEMPORARY/SEASONAL EMPLOYEES, is an Employee hired to cover situations such as seasonal demands or replacements for absenteeism or vacations, shall not become regular employees under this Agreement.
- E. A PROBATIONARY EMPLOYEE is one who has not completed the first six (6) months of continuous service with the Commission as a full-time or part-time permanent employee. During the probationary period such employee may be terminated at the discretion of the Commission and the Commission may otherwise discipline, lay off, or suspend such probationary employee for any reason.
- F. The grievance and arbitration procedures provided herein shall not be applicable to any employee until he/she becomes a regular employee.

ARTICLE II Recognition and Union Security

Section 1 Bargaining Unit

The Commission recognizes the Union as the sole and exclusive collective bargaining agent as certified by the "Public Employment Relations Board" for those employees in the following described unit as defined by the Iowa Public Employment Relations Act:

All employees of the Humboldt County Public Safety Commission, including all operators - full and part time AND EXCLUDING Supervisors and all others excluded by the Act.

The Employer will not during the life of this Agreement meet and negotiate with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement.

Section 2 Dues Deduction

- A. Upon receipt of a voluntary written individual order therefore from any of its employees covered by this Agreement on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.

- B. Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance.
- C. Except for gross negligence on the part of the Commission, the Union shall indemnify and save the Commission harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken or not taken by the Commission for the operation of this Article.
- D. Such orders shall be terminable with written notice to the Employer and the Union either between June 15th and June 30th of the second or last year of each contract or within a two-week period following the anniversary date of the Employee's authorization to withhold dues. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employee's notice to terminate dues deduction.
- E. The Commission shall submit to the Union, with each remittance of deductions a list of all employees having such deductions, to the certified treasurer of the local union not later than the thirteenth (13) day of the succeeding month. Dues deduction shall be made from the employee's last regular check the employee receives in any month.
- F. Only one change of the dues structure per fiscal year shall be allowed, with thirty (30) days prior written notification to the Commission.

Section 3 Bulletin Boards

The Union shall be allowed to utilize one-half ($\frac{1}{2}$) of the space on existing bulletin boards customarily used for the posting of information to the employees in the Unit. No political campaign literature or material detrimental to the Employer or the Union shall be posted.

The Employer agrees that during working hours, without loss of pay, and on the Employer's premises, Union representatives shall be granted a reasonable amount of time for the purpose of posting Union notices on designated bulletin boards.

Section 4 Union Leave

Duly elected Union delegates or alternates to the annual conventions of AFSCME Iowa Public Employees Council 61, AFL-CIO and the Iowa Federation of Labor, AFL-CIO shall be granted time off, without pay, to attend the convention. Not more than four (4) working days shall be granted collectively to all Union employees for Union leave for the annual convention. Not more than two (2) employees in total shall be granted Union leave at any one time.

Duly elected Union delegates or alternates to the biennial conventions of AFSCME International, AFL-CIO shall be granted time off, without pay, to attend the biennial convention. Not more than four (4) working days shall be granted collectively to all Union employees for Union leave for the biennial convention. Not more than two (2) employees in total shall be granted Union leave at any one time.

Union representatives selected to attend Union conferences shall be granted time off, without pay, to attend the conference. Not more than four (4) working days shall be granted collectively to all Union employees for Union leave for conferences. Not more than two (2) employees in total shall be granted Union leave at any one time.

Time off taken pursuant to this Section may be charged to vacation credits, earned compensatory time, or leave of absence without pay as the individual employee may designate.

The Union shall give the Employer at least ten (10) work days advance notice of the employees who will be attending such functions whenever possible.

Section 5 Union Activity

Bargaining unit employees, including Union officers and representatives, shall not conduct any Union activity or Union business on Commission time except as specifically authorized by the provisions of this Agreement.

Section 6 Discrimination

The parties agree that their respective policies consistent with the Code of Iowa will not violate the rights of any employees covered by this Agreement because of age, race, sex, creed, color, national origin, ancestry, disability, partisan political affiliation, union or non-union affiliation.

Section 7 Union Activity Protection

- A. Chapter 20 of the Code of Iowa provides that the employer is prohibited from interfering with concerted union activity, as set forth in Sections 20.10 (2) a-h of the Code of Iowa.

- B. Bargaining unit employees who allege a violation of these rights may elect to file charges pursuant to Section 20.10 (2) of the Code of Iowa.

Section 8 Union Visitation

The Employer agrees to maintain its existing policies and practices with respect to both admitting Union representatives to Commission facilities and utilization of Commission facilities during non-working hours.

Section 9 No Reprisal

The Employer shall not take reprisal action against an employee for a disclosure of information which the employee reasonably believes is evidence of a violation of law or rule, mismanagement, a gross abuse of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

ARTICLE III MANAGEMENT RIGHTS

Consistent with this Agreement, management shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty, and the right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees in positions within its agencies.
3. Suspend, discipline or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of its agencies.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Employer by law.

Article IV
Adjustment of Grievances

Section 1 Definition

It is the declared policy of the Commission that in the event a grievance should arise as provided in this Article, that the Commission will work to timely and expeditiously resolve said grievances in utilization of the procedures described herein. A grievance is defined as a dispute an employee may have with the Commission concerning the interpretation, application or violation of the express terms of this Agreement by the Commission.

A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the designated supervisor (on forms mutually agreed upon and furnished by the Union) and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An aggrieved Employee shall have the right to a Union Representative appointed by the Union.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

The arbitration provisions of this Agreement may only be invoked with the approval of the employee organization and in the case of an employee's grievance only with the approval of the public employee.

All grievances must be presented promptly and no later than fourteen (14) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance; however, under no circumstances shall a grievance be considered timely after six (6) months from the date of occurrence.

Section 2 Grievance Procedure (Steps)

Should an employee have a grievance, it shall be adjusted in the following manner:

STEP 1

An employee or Union Representative who claims a grievance shall present such written grievance, to the Chief of Police/ Communication Officer, within fourteen (14) calendar days after the receipt of knowledge of the alleged violation upon which the grievance is based. Within seven (7) calendar days of receipt of the written grievance from the employee or their Union representative, the Chief of Police/ Communication Officer shall schedule a meeting with the appropriate Union representative (with or without the aggrieved employee) and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the Chief of Police/ Communication Officer and returned to the employee and their union representative within seven (7) calendar days from receipt of the written grievance submitted to the Chief of Police/ Communication Officer.

STEP 2

If dissatisfied with the Chief of Police/Communication Officer's answer in Step 1, to be considered further, the grievance must be appealed by regular U.S. mail, local mail, or hand-delivered to the Humboldt County Public Safety Commission within fourteen (14) calendar days from receipt of the Commission's answer in Step 1. The Humboldt County Public Safety Commission will meet with the appropriate Union representative (with or without the aggrieved employee) to discuss and attempt to resolve the grievance. Following this meeting the written decision of the Humboldt County Public Safety Commission' will be placed on the grievance and returned to the grievant and his/her Union representative within Thirty (30) calendar days from receipt of the appeal to Step 2.

STEP 3

If the grievance is not settled in Step 2 it may be appealed to arbitration by the Union giving written notice of a request for arbitration, submitted to the Humboldt County Public Safety Commission within thirty (30) calendar days from the date of postmark of the Commission's Step 2 answer. Second step answers shall be sent by regular U.S. mail, local mail, or hand-delivered. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the second step answers of the parties without prejudice or precedent in the resolution of future grievances. The issue as stated in the second step shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing. When a timely request has been made for arbitration, a representative of the Commission and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the Commission's receipt of the arbitration notice, the parties or party, acting jointly or separately, shall request the Iowa Public Employment Relations Board to submit a list of five (5) arbitrators. If the list submitted by the Public Employment Relations Board is unacceptable to either party, the parties shall request a second list of arbitrators from the Public Employment Relations Board. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act as arbitrator.

Where two (2) or more grievances are appealed to arbitration, an effort will be made by the parties to agree upon the grievances to be heard by any one arbitrator. On the grievances where agreement is not reached, a separate arbitrator shall be appointed for each grievance.

The Commission and the Union will share equally any joint cost of the arbitrator and of the arbitration procedure, including hearing room and fees and expenses of the arbitrator. However the expense of a court recorder and the costs of any transcripts will be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Any other expense shall be paid by the party incurring them. Except as provided in this Agreement, each of the parties shall bear the cost of their own witnesses, including any lost wages that may be incurred.

All grievances at Steps One and Two may be presented, discussed and processed during employee's working time, unless otherwise agreed to by both parties.

The arbitrators shall only have authority to determine the compliance with the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process.

The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

Section 3 Time Limits

Grievances not appealed within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the last preceding Employer answer. Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure will be considered as having been adjudicated on the basis of the requested remedy on the grievance form. Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

Section 4 Retroactivity

Settlement of grievance may or may not be retroactive as the equities of particular cases may demand. In any case, where it is determined that the award should be applied retroactively, the maximum period of retroactivity allowed shall be a date not earlier than one (1) year prior to the date of initiation of the written grievance in Step 1.

Section 5 Exclusive Procedure

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this Agreement.

Section 6 Number of Stewards

For informational purposes only, the Union shall provide the Commission with a written list setting forth the names of grievance representatives.

The Commission shall supply the local Union with a list of supervisors to contact on grievance matters.

Section 7 Representation

An employee may consult with his/her local Union representative during working hours relative to a grievance matter by first contacting their supervisor. The employee's supervisor shall arrange a meeting to take place as soon as possible for the employee with their Union representative through the Union representative's supervisor.

Section 8 Processing Grievances

Union representatives who are members of bargaining units and grievants will be permitted a reasonable amount of time to process grievances during their regularly scheduled hours of employment. Processing grievances shall be defined as investigating, filing, and attending any step meetings and or hearing regarding grievances. However, only one (1) local Union grievance representative will be in pay status for any one grievance. Whenever possible the Union representatives will provide twenty-four (24) hours notice to their supervisor.

Further, in a group grievance, only one (1) of the grievants shall be in pay status as spokesperson for the group. (Group grievances are defined as, and limited to, those grievances which cover more than one employee, and which involve like circumstances and facts for the grievants involved.)

The Employer is not responsible for any compensation of employees or Union representatives for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by grievants or Union representatives in the processing of grievances.

Notwithstanding the foregoing provisions of this Section, the Employer agrees to conduct all grievance meetings during the grievants regular hours of work.

Section 9 Discipline and Discharge

Disciplinary action maybe imposed upon an employee for failing to fulfill their responsibilities as an employee.

Disciplinary action or measures may include all the following:

- oral reprimand

- written reprimand

- suspension (notice to be given in writing)

- discharge (notice to be given in writing)

If the Employer has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels there is a just cause for discharge, the employee involved will be suspended for five (5) working days.

The employee and his/her steward shall be notified, in writing, that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension and/or discharge at the second step (Step II) of the grievance procedure. The matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

An employee found to have been unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other benefits, rights and conditions of employment.

Section 10 Exclusion of Probationary Employees

Notwithstanding Section 9 above, nor any other provision(s) of this Agreement, the release of probationary employees shall not be subject to the grievance procedure.

Section 11 Exclusion of Grievant

The aggrieved employee is entitled to be present at all steps of the grievance procedure. Should the employee be excused by either party the grievance shall be processed in the absence of the aggrieved employee and the Union will be allowed a maximum of two (2) representatives in pay status.

Section 12 Exchange of Information for Processing Grievances

- A. The Union and the Employer agree that it is incumbent upon the parties to share all information available regarding grievances involving the Union, Employees, and the Employer.
- B. Employees who are being interviewed in an investigation will, upon their request, be provided with a Union steward during their interview.
- C. Upon request from the AFSCME Council 61 Staff Representative, the Employer will provide the Staff Representative with written statements of witnesses, if they exist, with the witnesses names removed from the statement.

- D. Upon request from the Employer's representative the Union will provide the Employer's representative with statements of witnesses, if they exist, with the witnesses' names removed from the statements.
- E. At the 2nd step the parties will provide each other with the names of the persons who gave statements supplied pursuant to C or D above.
- F. If the grievance is scheduled for arbitration and if the representative of either party desires to interview a witness prior to the arbitration hearing, and the witness has been interviewed by the Employer or the Union in the course of a grievance investigation, the interview shall be conducted in the presence of a representative from the Iowa Public Employment Relations Board (PERB). Witnesses are not required to grant the interview, however, such interview shall be limited to the witness, an AFSCME Council 61 Staff Representative or attorney, and the representative from the Iowa Public Employment Relations Board (PERB).

ARTICLE V SENIORITY

Section 1 Definition

All Commission employees shall come within the seniority provisions of this Article. Seniority is defined as a Commission employee's length of continuous service with the Commission as a Operator from their date of hire. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in the same classification as and contiguous to the appointment to a permanent position.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, fails to respond to a notice of recall within five (5) days; which has been delivered by certified mail to last known address and signed for by the recalled employee, or retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall retain their original seniority date for a period equal to their length of employment up to a maximum of two (2) years. Any period of absence of more than two (2) years shall represent a break in continuous service.

The Commission will be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations set forth in any particular article or section of this contract.

Section 2 Seniority Lists

The seniority records for Commission employees shall be maintained by the Commission and shall be posted on the bulletin boards. The seniority list shall be updated semiannually and contain each employee's name, classification and seniority date. A copy of the seniority list shall be furnished to the local Union at the time of posting. Any protest as to the correctness of the list must be made in writing, by using the grievance procedure. Employees shall have ninety (90) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

ARTICLE VI LAYOFF PROCEDURES

SECTION 1 Application of Layoff

In the event the Commission determines that Commission employees must be laid off, the Commission shall lay off in accordance with the procedures set forth in this Article.

Section 2 General Layoff Procedures

When a layoff or hours reduction occurs, the following general rules shall apply:

- A. Employees shall be laid off in accordance with seniority. Layoff shall be by seniority with the least senior employee being laid off first.
- B. The Commission may not lay off permanent employees until they have eliminated all non-permanent positions in the following order: emergency, temporary, trainee, part-time and probationary.
- C. Each employee affected by a layoff shall be notified in writing of layoff at least twenty (20) working days prior to the effective date of the layoff.

Section 3 Recall Rights

Any employee laid off shall be offered a position in the classification from which they were laid off, before a new employee may be hired for such position by the Employer enforcing the layoff. Laid off employees shall be recalled in inverse order of the layoff. If such opening becomes available within two (2) years of the date of such layoff.

The Employer shall maintain a list of employees who were laid off;

- A. Employees who are laid off shall be placed on the list.
- B. Laid off employees shall advise the County of their current addresses during layoff. Failure to accept a position when offered by certified mail within seven (7) calendar days after notice of recall shall negate any further recall rights.
- C. If a laid-off employee accepts a temporary position, they shall remain on the eligibility list.

The determination of the layoff order is subject to the grievance procedure commencing at Step 2. The implementation of such layoff shall not be delayed pending the resolution of such grievances.

ARTICLE VII TRANSFERS

Section 1 Bidding of Shifts

The Employer shall post all openings for a period of five (5) work days from the date of the announcement shall be allowed for interested employees to file a written request to be included in the group of applicants to be considered for that vacancy. At the close of the five (5) work day posting period, the Employer will review those requests from any employee. The Employer shall offer the position to the most senior full-time employee who has filed a transfer request. In the event no full-time employee bids for the shift, then the Employer shall offer the position to the most senior part-time employee who has filed a transfer request.

Section 2 Promotions

An employee promoted from the bargaining unit shall retain but shall not continue to accrue seniority.

ARTICLE VIII
Hours of Work

Section 1 Work Schedules

This Article is intended to set forth the normal work week, but shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

The employer shall provide fourteen (14) calendar days written notice to the Union and the affected employees prior to making any changes in permanent work schedules. Work schedules shall not be changed for the purpose of avoiding overtime.

Any permanent scheduled change made by the Employer that is grieved will not be implemented until the 2nd step of the grievance procedure is exhausted. Such grievances shall begin with the 2nd step of the grievance procedure.

The Employer agrees to make the current schedules permanent and current employees shall be allowed to bid on these shifts by seniority. The Employer agrees to not change these shifts during the term of this Agreement.

Section 2 Work Day

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch break. The work days shall be eight (8) consecutive hours of work beginning at either 7:00 A.M. and ending at 3:00 P.M.; 3:00 P.M. and ending at 11:00 P.M. or 11:00 P.M. and ending at 7:00 A.M.; with a one half ($\frac{1}{2}$) hour paid lunch.

Section 3 Work Week

The normal standard work week shall consist of five (5) consecutive work days not to exceed eight (8) hours each and not to exceed forty (40) hours per week. Also the normal work week shall begin at midnight on Friday and shall end at midnight on the following Friday.

Section 4 Rest Period

Dispatchers shall be allowed two rest periods for each full shift worked. Said breaks shall not exceed fifteen (15) minutes each, with one (1) allotted during the first half of the shift and the other during the second half. All rest periods shall be taken at the law enforcement center. Dispatchers shall be permitted to leave the console area and the dispatch room for short periods but shall arrange to either have radio, telephone and teletype systems monitored for incoming business or shall be sufficiently close to these systems to respond within a reasonable time.

Section 5 Meal Periods

Dispatchers shall be allowed customary meal periods corresponding to breakfast, noon and evening meals during their shift periods. Meal periods shall consist of thirty (30) minutes and shall be taken at the law enforcement center. Dispatchers shall be permitted to leave the console area and the dispatch room for short periods but shall arrange to either have radio, telephone and teletype systems monitored for incoming business or shall be sufficiently close to these systems to respond within a reasonable time.

Section 6 Overtime

A. Definition

1. Overtime - Time that an employee works in excess of eight (8) hours in any work day or forty (40) hours per work period.
2. Work Period - A regularly reoccurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods.

B. Overtime Compensation

Overtime shall be paid at a premium rate of one and one-half ($1\frac{1}{2}$) the Employee's regular hourly rate times the number of hours of work in excess of eight (8) hours in any work day or forty (40) working hours during the normal work week. All overtime work shall be determined and approved by the Chief of Police/ Communication Officer. Payment shall be made in either cash or compensatory time as follows:

1. The decision to be paid overtime in cash or compensatory time rests solely with the Employee. Any compensatory time off shall be computed at one and one-half ($1\frac{1}{2}$) hours off for each hour of overtime worked.
2. Compensatory time cannot be carried over into a new fiscal year and any compensatory time due an employee at the time of the fiscal year shall be paid in cash.

C. Work Time

All hours in pay status shall be considered time worked for the purposes of computing overtime eligibility. Holidays, Sick Leave Days and Vacation time shall be considered as time worked for the purposes of determining overtime.

D. Scheduling of Overtime

The Employer will, as far as practicable, distribute overtime on an equal basis by seniority among those included employees in that classification assigned to the work unit who normally perform the work involved.

Overtime opportunities shall be accumulated and offered overtime not worked shall be considered time worked for purposes of overtime distribution.

Upon request, the Union may review overtime equalization records.

Section 7 Call Back Time

Any time an Employee is called back to work beyond the regular shift and after having left said working premises, by the Chief of Police/ Communication Officer, the Employee will receive a minimum of two (2) hours call time to be considered as time worked. Employees who are called back to work in excess of the two (2) hours will be paid for actual time worked. Employees who are called in shall only be required to stay as long as necessary to complete the task for which they were called in.

Section 8 Shift Differential

A shift differential of thirty-five cents (\$0.35) per hour will be paid all employees who work the eight hours worked between 11:00 p.m. and 7:00 a.m.

ARTICLE IX Wages and Fringe Benefits

Section 1 Wages

The rates of pay for regular employees are set out in Appendix A, which is attached to this Agreement and made a part hereof.

Section 2 Pay Period

Pay Periods shall consist of two (2) normal work weeks. Time sheets shall be turned in on Friday following said pay period with employees being paid on the following Friday. In the event this day is a holiday, the preceding work day shall be the payday.

Section 3 Health Insurance

The Commission's present health insurance benefits for Commission employees will remain in effect for the life of this Agreement. The Commission agrees to pay one hundred percent (100%) of premium of policy for Single Person Coverage, and one hundred percent (100%) of premium for Family Plan coverage. The county agrees to pay these premium as long as the employee is in pay status for at least one day of the month for which the insurance premium is paid.

The Comprehensive Hospital and Medical Health Insurance Plan provided herein shall be a comprehensive plan of insurance which will provide for 100% for Hospital stays and Major Medical coverage of 80%/20% coinsurance and a deductible.

An employee's actual out-of-pocket expense per calendar year shall be limited as follows:

Deductible: The first \$100 of covered expenses for single coverage

The first \$200 of covered expenses for family coverage

Coinsurance: 20% of all remaining covered expenses for single up to a maximum out of pocket expense of \$400.00.
(\$500.00 maximum out of pocket expense combined with deductible and coinsurance.)

20% of all remaining covered expenses for single up to a maximum out of pocket expense of \$800.00.
(\$1,000.00 maximum out of pocket expense combined with deductible and coinsurance.)

Lifetime

Maximum: No Maximum

Emergency

Accident

Maximum: Maximum of \$300.00 per accident.

Section 4 Workers' Compensation Benefits

Workers' Compensation insurance has primary responsibility for workers' compensation injuries. The Employer shall ensure that medical expenses of injured workers are paid to the extent covered under group medical benefits as set forth in Article IX of this Agreement during the pendency of Industrial Commission appeal proceedings for workers' compensation benefits and the Employer, or it's insurance carrier, if any, shall continue to possess all rights of subrogation as provided by law arising from the payment of such expenses.

Employees shall not be required to utilize sick leave or vacation time prior to applying for Worker's Compensation benefits. Upon request, employees may supplement Workers' Compensation benefits with accrued sick leave or vacation time; however, the total compensation received shall not exceed the employees present salary.

Section 5 Life Insurance

The Commission agrees to provide group life insurance benefits to all bargaining unit employees. The Comprehensive Health and Medical Insurance Plan for the Commission will provide accidental death and dismemberment benefit equal to a sum of twenty thousand dollars (\$20,000) for each employee. The Provisions of the Commission's life insurance program shall be as provided by the health insurance carrier and not reduced from the level received in the previous contract.

Section 6 Sick Leave

A. Accrual

Every employee covered by this contract and holding a regular position with the Commission shall accrue one and one-half (1 ½) working days sick leave credited to his/her account for each full calendar month of service. Sick leave shall not accrue during any absent without pay for more than thirty (30) days.

During the probationary period a regular employee will accrue sick leave from the first of the month in which the employee commenced continuous service. Sick leave credits shall be prorated for any partial month service. However, the employee will not be able to use this accrued sick leave until his/her has completed this probationary period.

B. Utilization of Sick Leave

- 1) Sick leave may be applied to absence caused by illness (both physical and mental), bodily injuries, medically related disabilities resulting from pregnancy and childbirth, or exposure to contagious disease: (a) which require the employee's confinement; or (b) which render the employee unable to perform assigned duties; or (c) where performance of assigned duties would jeopardize the employee's health or recovery. An employee may use sick leave except for reasons stated in Article IX, Section 6, paragraph B, #6.

The employee shall notify the Police Chief/Communication Officer as soon as possible on the day that sick leave is taken. The Commission may require a medical certificate or other appropriate verification for absences covered by this Section. It is not the Employer's intent nor will the above language be construed in such a way as to constitute harassment of employees. This language is intended as a vehicle by which the Employer may scrutinize habitual sick leave usage or in those cases where sick leave abuse is suspected. Employees will be permitted to use compensatory time off and/or vacation leave in lieu of sick leave when they so request. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.

2. Where death occurs in the immediate family of the employee, accrued sick leave shall or may be used, at the employee's discretion, not to exceed twenty-four hours for each such occurrence. Immediate family is defined to mean persons related by blood or marriage or legal adoption as follows:

Husband, Wife, Son and Son in-law, Daughter and Daughter-in-law, Stepchild, Father and Father-in-law, Mother and Mother-in-law, Stepparents, Foster Parents, Grandfather and Grandfather-in-law, Grandmother and Grandmother-in-law, Grandchildren, Foster Children, Brothers and Brother-in-law (and Spouses), Stepbrothers, Foster Brothers, Sister and Sister-in-law (and Spouses), Stepsister, Foster Sister, or other persons who are members of the employee's household.

3. When an employee is a pallbearer or funeral attendant in a funeral service for someone who is not a member of the employee's immediate family (as defined in paragraph 2 above), accrued sick leave shall be used not to exceed one (1) working day for each such occurrence.
4. Sick leave shall be allowed to (at the employee's discretion) be used for medical, dental or ocular appointments which cannot be scheduled at times other than during working hours. Requests for the use of sick leave pursuant to this paragraph must be submitted forty-eight (48) hours prior to the requested time off.

An appointment at accredited medical clinics or the hospitalization of a member of the immediate family are valid reasons for sick leave use under the following conditions:

- a) One (1) day's absence will be authorized for the employee at the hospital on the day of the operation, and one (1) day will be granted to bring the patient home;
 - b) Five (5) days will be granted for the birth or adoption of the employee's child. The employee will be allowed to use these five (5) days in any manner the employee sees as appropriate, either before, during or after the birth of his child;
 - c) In the event of an illness, which requires hospitalization, one (1) day will be granted for each day of hospitalization;
 - d) One (1) day will be granted for each day in the hospital for serious illness, serious injury, and serious operations. An Additional Two (2) days will be granted for the recovery period from any hospital stay for serious illness, serious injury and serious operations.
 - e) One (1) day's absence shall be authorized for the attendance at an accredited medical clinic for each member of the employee's household, with a maximum of four (4) days per calendar year.
 - f) Requests for the use of sick leave pursuant to this paragraph must be submitted immediately after the employees return to work after the requested time off.
5. Employees shall be allowed to (at the employee's discretion) use accrued sick leave for care and necessary attention of ill or injured members of the immediate family (as defined in paragraph 2 above). Use of sick leave for purposes of this Section is limited to 40 hours (5 working days per year). Requests for the use of sick leave pursuant to this paragraph must be submitted immediately after the employees return to work after the requested time off.
6. No Commission employee shall be entitled to sick leave while absent from duty due to the following causes:
- a) Disability arising from any sickness or injury purposely inflicted or caused by willful misconduct;

- b) Sickness or disability sustained while absent without authorization or absent without pay (not to include normal off work time).
- c) Inability to properly perform required duties because of intemperance or intoxication;
- d) Physical incapacity when the injury or illness is directly traceable to employment other than with Humboldt County.

C. Sick Leave Accounts

An eligible employee shall earn sick leave as stated in Paragraph A above and sick leave credit will accrue until a total accumulation of one hundred twenty (120) days has been reached. The employee's sick leave account will be recorded in hours. In any instance involving use of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account shall be one (1) hour.

D. Cancellation of Sick Leave

Termination of an employee's continuous service shall cancel all sick leave accrued to the time of such termination. However, when an employee is laid off, any unused accumulated sick leave shall be restored, provided the employee is re-employed by the Commission within two (2) years.

E. Payment of Sick Leave Upon Termination

No payment shall be made to any employee for unused sick leave accumulated to their account at the time of termination of employment with the following exceptions-Humboldt County Public Safety Commission will reimburse those employees who have at least five (5) years service and retire as a result of age (62 or older) or who terminate by death, twenty percent (20%) of their unused sick leave to a maximum of twenty-four (24) days. All payments shall be made in cash, based on the employee's present base rate, at the time of termination.

F. Conversion of Sick Leave

Employees who have accumulated one hundred twenty (120) days of sick leave may trade-in five days of sick leave for one (1) personal, but not more than ten (10) days per year may be converted.

Section 7 Vacations

- A. Subject to and in accordance with the provisions of this Article, paid vacations will be granted to regular employees pursuant to the following schedule:

Regular employees shall be entitled to vacation as follows:

- 1) five (5) working days paid vacation after the first year of continuous employment;
- 2) ten (10) working days after the second year of continuous employment and each year thereafter until the employee has completed eight (8) years of continuous employment;
- 3) fifteen (15) working days for each year of continuous employment thereafter until the employee has completed eighteen (18) years of continuous service;
- 4) twenty (20) working days after the eighteenth (18) year of continuous employment and each year thereafter.

Paid Vacation earned during any year will be credited to the employee's account on his/her anniversary date.

- B. Choice of Vacation Period.

Each employee will be required to submit a written request (supplied by the Commission) as soon as possible prior to the first vacation day requested. This request will then have to be approved by the Police Chief/Communication Officer. Vacation requests will be answered as soon as possible from the date of receipt. The Employer and the Union shall discuss at labor-management meetings disputes over the number of employees that may be on vacation at any given time. Once vacation periods have been scheduled, the Employer shall make no changes in employee vacation schedules.

If an employee is under the care of an attending physician while on his/her paid vacation, that portion of the paid vacation may be rescheduled upon satisfactory proof of said care being provided to the Employer.

- C. Vacation Pay.

Vacation pay shall be computed at the employee's present rate per hour at the time the vacation is taken. Vacation pay will be received at the same time as the normal payroll is processed.

D. Holiday During Vacation Period.

If a holiday occurs while an employee is on vacation the employee will be eligible for holiday pay and the observed holiday shall not be charged against the employee's vacation account.

E. Work During Vacation Period.

If an employee is requested to work and does work during their vacation period or on a day that had was scheduled as a compensatory day-off, the employee shall be paid for regular hours worked at the rate of one and one half (1 ½) times their regular hourly rate of pay. If the employee works any overtime their rate of pay shall be two and one half (2 ½) times their regular hourly rate of pay. Also the employee shall be able to reschedule the remainder of their vacation period or their compensatory day-off at a later date that they request, as long as it doesn't interfere with another employee's vacation period.

F. Vacation Rights in Case of Layoff or Separation.

If an employee should for any reason terminate employment with the Commission within the first year of employment, he/she shall be entitled to any partial vacation credit. If an employee should for any reason terminate employment after one year of continuous work, the employee shall be paid for unused credited vacation and any vacation the employee has earned since his/her last anniversary date but which has not been credited to his/her account. This vacation figures on a pro-rated basis and will be paid at the rate the employee was getting at the time of separation.

G. Vacation Carry Over

Vacation earned during any year will be credited to the employee's account on their anniversary date. Employees who are accruing either one (1) or two (2) weeks of vacation will be allowed to carry over into the next anniversary year five (5) days of unused vacation accrual earned in the last anniversary year. Employees who are earning three (3) or more weeks of vacation will not be allowed to carry over any unused vacation accrual earned in the last anniversary year.

Section 10 Holidays

A. Holidays Recognized and Observed.

The following days shall be recognized and observed as paid holidays:

- 1) New Year's Day
- 2) Good Friday
- 3) Memorial Day
- 4) Independence Day
- 5) Labor Day
- 6) Veterans Day
- 7) Thanksgiving Day
- 8) The day after Thanksgiving
- 9) one/half ($\frac{1}{2}$) day Christmas Eve
- 10) Christmas Day
- 11) One and One Half (12 hours) Personal Holiday (See paragraph G.)

The holiday shall be deemed to fall on the day on which the holiday occurs.

B. Eligibility Requirements.

Employees shall be eligible for pay for any holiday providing the regular work day preceding and following said holiday have been worked by the employee, or unless employee is then on "authorized" vacation, "authorized" compensatory time or "authorized" sick leave.

C. Pay for Holidays

For holidays which fall on a regularly scheduled non-working day, regular employees eligible for holiday pay shall receive eight (8) hours of holiday compensatory time.

D. Holiday Premium Pay

When an employee is required by the Employer to work the holiday listed above, the Employer agrees to pay holiday premium pay at the rate of one and one-half ($1\frac{1}{2}$) the employee's regular rate. In addition employees shall receive one (1) working day off at a time which the employee shall request. Holiday hours consist of all hours worked between the hours of 7:00 a.m. on the holiday and 6:59 a.m. on the day after the holiday.

E. If the employee schedules a holiday off, the employee will receive eight (8) hour compensation. The employer shall not reschedule to avoid holiday pay.

F. Notwithstanding the above, the Employer and individual employees may mutually agree to allow the employee to request cash payment after an election has previously been made to utilize compensatory time.

G. Personal Holiday Use

Personal holidays will be scheduled by mutual agreement between the employee and the Police Chief/Communication Officer. Personal holidays shall not be carried over from contract year to contract year. Upon retirement, termination or discharge, a unused Personal Holiday will be paid in cash to the Employee. No employee will be permitted to work his/her personal holiday.

H. Holiday Compensatory Time

When Holiday Compensatory Time is earned, it shall be taken at the request of the employee with the approval the Police Chief/Communication Officer. Such Holiday Compensatory Time shall lapse if not used within the subsequent twelve (12) month period.

Section 11 Longevity

The employer agrees to pay a longevity payment, which is to be added to the base pay figure of all employees. This payment shall be equal to the number of years service times one (1) cent. This payment is added to the employees base pay on the employees anniversary date and becomes the employee new base rate for the next year.

Section 12 Uniform Allowance

During the term of this Agreement, the Commission will continue to provide an annual clothing allowance for necessary uniforms and equipment to regular employees who are on the active payroll. For eligible Dispatchers, the annual allowance shall not exceed two hundred (\$200.00) dollars. Upon termination of employment, employees shall be required to return to the Commission all uniforms and equipment furnished by the Commission pursuant to the clothing allowance or otherwise. In the event that an employee fails or refuses to return any such items, it is understood and agreed that an amount equal to the replacement cost thereof may be deducted from the employee's last paycheck.

When a new full-time Dispatcher is hired, the Commission will provide the following items:

- 3 - Long sleeve shirts
- 3 - Short sleeve shirts
- 3 - Pairs of pants
- 1 - Uniform Belt
- 1 - Breast badge
- 1 - Name plat/with years of service
- Patches

When a new part-time Dispatcher is hired, the Commission will provide the following items:

- 1 - Long sleeve shirts
- 1 - Short sleeve shirts
- 1 - Pairs of pants
- 1 - Uniform Belt
- 1 - Breast badge
- Patches

When a new part-time Dispatcher completes his/her probationary period, the Commission will provide the following additional items:

- 2 - Long sleeve shirts
- 2 - Short sleeve shirts
- 2 - Pairs of pants
- 1 - Name plat/with years of service

A newly hired Dispatcher will not receive a clothing allowance the first year of his or her employment, however, a clothing allowance will be allowed the next fiscal year after said individual has been hired.

Article X Leaves Of Absence

Section 1 Eligibility

Employees shall have the right to request a leave of absence in accordance with the provisions of this Article after the successful completion of their probational period. Maternity leaves of absence shall be exempt from the waiting provisions of this Section.

Section 2 Request Procedure

Any request for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor at least thirty (30) calendar days in advance whenever possible. The request shall state the reason for and the length of the leave of absence being requested.

The Police Chief/Communication Officer shall furnish a written response as follows:

- A. Requests for leave of absence not exceeding one (1) month shall be granted or denied within five (5) working days. The Employer will provide the reason for denial in writing.
- B. Requests for leave of absence exceeding one (1) month shall be granted or denied within fifteen (15) working days. The Employer will provide the reason for denial in writing.

Section 3 Leaves of Absence Without Pay

Except as otherwise provided by this Article, employees may be granted leaves without pay at the sole discretion of the Commission for any reasons for a period up to but not exceeding one (1) year.

A. Maternity Leave

Employees shall be granted a maternity leave of absence without pay as follows:

- 1. The employee shall, whenever possible, submit written notification to the Police Chief/Communication Officer at least four (4) weeks prior to her anticipated departure stating the probable duration of the leave. Such leaves shall be granted for a period of time up to but not to exceed three (3) months. An additional three (3) months of maternity leave without pay shall be granted. Upon request of the employee, accompanied by a doctor's statement, maternity leaves without pay may be extended for increments of thirty (30) days, not to exceed six (6) months. In no case shall the total period of leave exceed twelve (12) months.
- 2. In no case shall the employee be required to leave prior to childbirth unless she is no longer able to satisfactorily perform the duties of her position.
- 3. Except as provided under Article IX, Section 6 of this Agreement (Sick Leave), all periods of leave related to maternity shall be leaves of absence without pay.

B. Military Leave

Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave as provided under Section 29A.28 of the Iowa Code and the applicable federal statutes.

C. Medical Leave of Absence

Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence not to exceed ninety (90) calendar days, provided the illness or injury exceeds ten (10) days and appropriate medical verification is submitted. Upon request of the employee, extensions shall be granted for up to 90 day increments not to exceed a total of one (1) year. Such leaves shall not be withheld. Extension of such leaves shall not impair an employee's right to long term disability. Prior to an Employee exhausting their sick leave the Employer shall advise the Employee of their right to a medical leave of absence without pay.

D. The Employer agrees to provide for the following rights upon their return from any of the above approved leaves:

1. The employee shall have the right to be returned to their position or one of like nature.
2. If the employee's position or one of like nature is not available, the layoff procedure set forth in Article VI of this Agreement shall be utilized; however, in the case of military leave, the employee will be given another position of similar pay and class for which the employee is qualified.

E. Except as otherwise provided in other provisions of this agreement, all fringe benefits shall continue during any unpaid leave of absence which does not exceed thirty (30) days.

Section 4 Paid Leaves of Absence

A. Voting Leave

Any person entitled to vote in a general election is entitled to time off from work with pay on any general election day for a period not to exceed two (2) hours in length. Application for time off for voting should be made to the employee's supervisor prior to election day. The time to be taken off may be designated by the supervisor. Time off for voting may be granted only if the employee's working hours do not allow a two (2) hour period outside of working hours during polling hours.

B. Jury Duty

An employee on jury duty will be continued on the payroll and be paid his/her straight time hourly rate for his/her normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received for such jury duty and remit that amount to the Employer, less any travel or personal expenses paid for the jury service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked.

The employee summoned as a juror shall notify his/her Employer immediately by memorandum attaching a copy of the summons. The employee shall be responsible for all subsequent notifications when obligated to report for jury duty.

An employee who reports for jury duty and is dismissed, shall promptly report to work for the remainder of the employee's working day, provided there are at least two (2) hours remaining in the scheduled work day.

C. Court Appearance

When, in obedience to a subpoena or direction by proper authority, an employee appears as a witness for the Federal Government, the State of Iowa or a political subdivision thereof, or in a private litigation, the time spent shall be considered as a leave of absence with pay provided the employee is not a party to the proceedings. The employee shall remit witness fees to the Employer.

D. Military Reservists

A leave of absence will be granted for military reservists for required annual military active duty training. The County will pay the employee the difference from what his/her normal wages with the County would have been during this period and the amount he/she receives from the military for this training period.

Section 5 Family Medical Leave

Pursuant to the Family and Medical Leave Act of 1993 the following shall be the policy concerning benefits, vacation, holidays and leave of absence:

1. An unpaid leave of absence will be granted to employees if requested for the following reasons:
 - a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

- b. Because of the placement of a son or daughter with the employee for adoption or foster care.
- c. In order to care for the spouse, son or daughter or parent of the employee if such has a serious health condition.
- d. A serious health condition that makes the employee unable to perform the employee's job.

Prior to leave being granted for one of the above reasons, a written request for personal medical leave must be completed and the Communications Officer must determine that the request meets the qualifications of the Family and Medical Leave Act of 1993. Definitions to determine if an employee is eligible for leave, will be the definitions as stated in the Federal Register s.825.113.

The Humboldt County Public Safety Commission, may, at Commission expense, require the employee to obtain the opinion of a second health care provider chosen by the employer. If the two health care providers disagree about any of the information in the certifications, the parties may mutually select a third medical provider at the employer's expense. The decision of the third provider shall be final and binding.

An unpaid leave of absence will be provided, if all conditions are met, for up to twelve (12) weeks during the calendar year beginning January 1 and ending December 31, only to eligible employees who have worked for the employer at least one (1) year. The maximum twelve (12) week period is determined to be sixty (60) work days. The work day is determined by the average regular hours worked per day by the employee in the preceding twelve (12) month period.

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

If personal leave is taken, the employee must provide doctor's certification to the Employer, that the employee is able to return to work and is able to resume the essential functions of his or her job.

Pre-established intermittent leave will be determined on a case-by-case basis. (example: therapy sessions at the same time and day weekly).

When an employee is on family medical leave, accrual of vacation, sick leave or other leave benefits will not be in effect if the employee is on family medical leave for one (1) full calendar month. Insurance benefits (Health Insurance and Life Insurance) will remain in effect during the time of leave.

ARTICLE XI
Miscellaneous

Section 1 Work Rules

The Employer agrees to establish reasonable work rules. The Union reserves the right to grieve the application or reasonableness of any work rule so established. These work rules shall not conflict with any of the provisions of this Agreement. Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least fourteen (14) calendar days prior to the effective date of the rule. For purposes of this Article, work rules are defined as and limited to: "Rules promulgated by the Employer within its discretion which regulate the personal conduct of employees."

Section 2 Labor/Management Meetings

The employer agrees to establish quarterly labor/management meetings when requested by the local. The Employer and Union will attempt to have labor/management meetings whenever possible. When there is a labor/management meeting, there will be a minimum of one Union representative from each shop. The purpose of the committee shall be to afford both labor and management a forum, in which to communicate on items that may be of interest to both parties. The committees are established as a communication vehicle only and shall not have authority to bind either the Union or management with respect to any of the items discussed. Union representatives will be in pay status for all time spent in labor/management meetings which are held during their regularly scheduled hours of employment. The Employer is responsible for any travel expense or other expenses incurred by employees for the purpose of complying with the provisions of this Article.

Section 3 Access to Personnel Files

Employees shall have the right to inspect their personnel files. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record.

Access to personnel files shall be limited to authorized management personnel, the employee and a Union representative if so designated in writing by the employee.

Upon previous notification and at the employee's expense, the Employer shall make copies of such files for the employee.

However, in the event of disciplinary action involving a suspension or discharge, the Employer upon request will furnish at no cost a copy of any material contained in the affected employee's personnel file.

Section 4 Performance Evaluation

Employees will be evaluated by the Communications Officer at such frequency as he or she may determine, but not less frequently than once each year, or more than twice per year unless job performance problems exist. A conference regarding the evaluation shall be held between the employee and the Communication Officer following the completion of the written evaluation. A copy signed by both parties will be given to the employee. All evaluation reports will be placed in the Employee's personnel file. The Employee has the right to respond to the evaluation report and such response will become part of the evaluation report.

ARTICLE XII Health and Safety

Section 1 Tools and Equipment

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

Section 2 Buildings

The Employer shall provide and maintain all county-owned and county employee occupied buildings, grounds, and equipment in accordance with directions of the applicable federal and state agencies.

Section 3 Protective Clothing

The Employer shall furnish protective clothing and equipment in accordance with the applicable federal and state regulations.

Section 4 Substance Abuse

Any employee whose job performance is adversely affected by a substance abuse problem will be advised to seek counseling, and if necessary, will be referred to a private physician, rehabilitation facility or other resource for professional assistance. The employee will be given an choice to get help or improve his job performance before any disciplinary measures are taken.

Section 5 Training

The Employer agrees to provide the following training:

New Employees:

1. Basic Iowa Systems Training.
2. On the Job Training of one hundred and twenty (120) hours [one (1) week on each shift].

Full-time and Part-time Employees:

1. Job Related Training of forty (40) hours per year.
2. The Employer also agrees to provide any additional training as mandated by State or Federal Law to maintain any certifications or licenses.

The time spent in all training shall be considered hours in pay status.

Section 6 Safety Matters and Mutual Cooperation

The Commission agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and employees will extend their complete cooperation to the Commission in maintaining Commission policies, rules and regulations as to health and safety. The employer agrees to have the Commission Safety Director work directly with all employees to insure the enactment and continuation of a program toward mandated compliances with the Iowa Occupational Safety and Health Administration and the United States Occupational Safety and Health Administration, U.S. Department of Labor. The Drug Policy as adopted on 10-1-1992 will apply to employees covered by this Contract.

ARTICLE XIII NO STRIKE OR LOCKOUT

The Union recognizes its statutory obligations and responsibility to avoid and avert a strike. Therefore, for the duration of this Agreement, the Union agrees that neither it, its officers, agents, representatives or members, individually or collectively, directly or indirectly, will cause, authorize, induce, encourage, instigate, ratify, condone or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Chapter 20.12 of the Iowa Code (1985).

The Commission agrees that, during the term of this Agreement, it will not engage in any lockout of its employees.

ARTICLE XIV General Provisions

Section 1

This Agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or verbal. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2 Retention of Benefits

The Employer agrees that prior to making any change in a written Commission policy, which is a mandatory subject of bargaining and not otherwise covered by this Agreement, to meet and confer with the Union in an attempt to reach an agreement.

In the event the parties are unable to reach an agreement, the matter will be submitted to arbitration pursuant to Article IV of this Agreement. The sole issue to be considered by the arbitrator is whether the proposed change represents a deterioration of an existing benefit. If the arbitrator determines that the proposed change does represent a deterioration of an existing benefit, the Employer shall not make the change.

In the event the parties are unable to agree as to whether a policy is a mandatory subject of bargaining, the question will be submitted to the Public Employment Relations Board.

Section 3 Savings Clause

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by operation of law or by any tribunal of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, section or portion thereof.

In the event the parties fail to agree on provisions for substitute in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Iowa Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one name remaining who shall become the arbitrator. Either party may request a second list of arbitrators from the Public Employment Relations Board if they so desire. The arbitrator shall decide between the management's and Union's final offer as to which is the most appropriate substitute.

The decision of the arbitrator shall be final and binding on both parties.

ARTICLE XV TERMINATION OF AGREEMENT

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2006, and terminating on June 30, 2008 unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this the 3rd day of July, 2006.

HUMBOLDT COUNTY PUBLIC SAFETY
COMMISSION

BY: Steve N. Samuels
Steve N. Samuels, Chairman
Humboldt County Public
Safety Commission

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 1796 HUMBOLDT COUNTY
PUBLIC SAFETY COMMISSION
DISPATCHERS

Danny J. Homan
Danny J. Homan
AFSCME Iowa Council 61
Representative

BY: Harlan G. Hansen
Member, Public Safety
Commission

Paula R. Greene
Negotiations Committee
Member

BY: John W. Peterson
Member, Public Safety
Commission

Debra K. Freesta
Negotiations Committee
Member

APPENDIX "A"
WAGE RATES - PUBLIC SAFETY COMMISSION DISPATCHERS

TO BE EFFECTIVE JULY 1, 2006

FULL-TIME EMPLOYEES

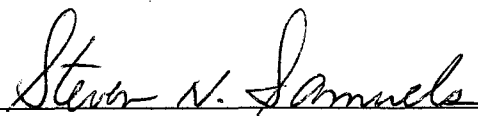
<u>SERVICE</u>	<u>HOURLY RATE</u>	<u>ANNUAL RATE</u>	<u>OVERTIME</u>
0 - 12 months experience	\$11.86	\$24,668.80	\$17.79
13 - 24 months experience	\$12.37	\$25,729.60	\$18.56
25 months experience and over	\$12.91	\$26,852.80	\$19.37

PART-TIME EMPLOYEES

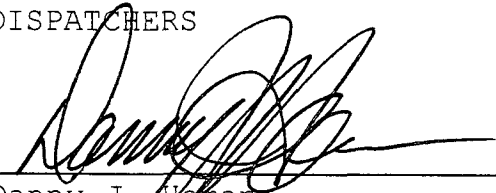
0 - 12 months experience	\$10.41
13 - 24 months experience	\$10.97
25 months experience and over	\$11.38

HUMBOLDT COUNTY PUBLIC SAFETY
COMMISSION

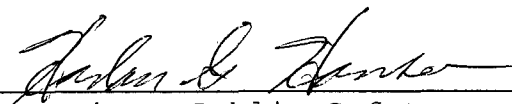
BY:

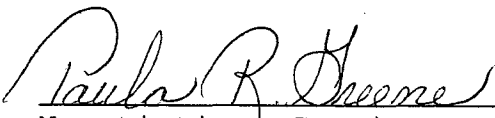

Steve N. Samuels, Chairman
Humboldt County Public
Safety Commission

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 1796 HUMBOLDT COUNTY
PUBLIC SAFETY COMMISSION
DISPATCHERS

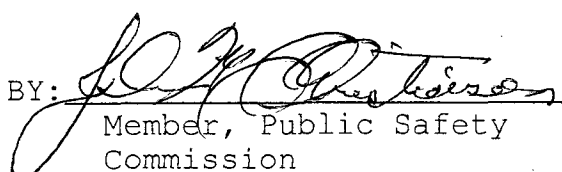

Danny J. Homan
AFSCME Iowa Council 61
Representative

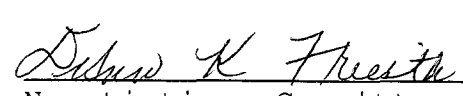
BY:


Member, Public Safety
Commission


Negotiations Committee
Member

BY:


Member, Public Safety
Commission


Negotiations Committee
Member

APPENDIX "A"
WAGE RATES - PUBLIC SAFETY COMMISSION DISPATCHERS

TO BE EFFECTIVE JULY 1, 2007

FULL-TIME EMPLOYEES

<u>SERVICE</u>	<u>HOURLY RATE</u>	<u>ANNUAL RATE</u>	<u>OVERTIME</u>
0 - 12 months experience	\$12.33	\$25,646.40	\$18.50
13 - 24 months experience	\$12.86	\$26,748.80	\$19.29
25 months experience and over	\$13.43	\$27,934.40	\$20.15

PART-TIME EMPLOYEES

0 - 12 months experience	\$10.83
13 - 24 months experience	\$11.41
25 months experience and over	\$11.84

HUMBOLDT COUNTY PUBLIC SAFETY
COMMISSION

BY: Steve N. Samuels
Steve N. Samuels, Chairman
Humboldt County Public
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Danny J. Homan
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AFSCME Iowa Council 61
Representative

BY: Harlan E. Jensen
Member, Public Safety
Commission

Paula R. Greene
Negotiations Committee
Member

BY: John M. Christensen
Member, Public Safety
Commission

Debra K. Frieseth
Negotiations Committee
Member